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12 Attorneys for Debtor

13
14 **UNITED STATES BANKRUPTCY COURT**
15 **DISTRICT OF NEVADA**

16 In re:

17 MARC JOHN RANDAZZA

18 Debtor.

19 Case No.: BK-S-15-14956-abl
20 Chapter 11

21 Date: December 9, 2015
22 Time: 1:30 p.m.
23 Courtroom 1

24
25 **DECLARATION OF TRACY L. COENEN IN SUPPORT OF APPLICATION FOR**
26 **APPROVAL OF EMPLOYMENT OF SEQUENCE INC.'S AS ACCOUNTANTS FOR**
27 **DEBTOR NUNC PRO TUNC**

28 TRACY L. COENEN, hereby declares as follows:

1. I am a Certified Public Accountant licensed to practice in the State of Wisconsin
2 and Illinois.

2. I am the shareholder of Sequence, Inc., 310 East Buffalo Street, Milwaukee, WI
3 53202.

3. Marc John Randazza ("Debtor"), debtor and debtor in possession, wish to employ
4 Sequence Inc., as accountants for the Debtor.

4. On October 12, 2015, Sequence Inc., entered into an Engagement Agreement (the
5 "Engagement Agreement") with Debtor. A true and correct copy of the Engagement Agreement
6 is attached hereto as **Exhibit "1"**. The Engagement Agreement provides the current rates and
7 current charges for certain expenses.

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1 5. Debtor wishes to employ Sequence Inc. as accountants for the Debtor.

2 6. Sequence Inc., has considerable experience and is well qualified to represent the
3 Debtor with its accounting needs.

4 7. The Debtor does not owe money to Sequence Inc., for any pre-petition services
5 and Sequence Inc., wishes to serve the Debtor as the Debtor's post-petition accountant and
6 believes they are well suited to represent the Debtor in its accounting needs. Sequence Inc., will
7 prepare the monthly operating reports, in accordance with the terms of the Engagement
8 Agreement and this Application.

9 8. To the best of my knowledge, neither Sequence Inc., nor its employees hold or
10 represent any interest adverse to the Debtor's bankruptcy estate. Sequence Inc., and its
11 employees are disinterested within the meaning of Section 101(14) of the Bankruptcy Code.
12 Additionally, Sequence Inc., does not have any connection with the U.S. Trustee of any
13 person(s) employed by the U.S. Trustee. Sequence Inc.'s representation of Debtor will not be
14 adverse to Debtor's estate.

15 9. To the best of my knowledge, neither Sequence Inc., nor its employees has a
16 former connection with Larson & Zirzow, LLC, or any of its attorneys or employees.

17 10. The compensation of Sequence Inc.'s accountants and staff is proposed to be
18 included in the fixed fee of \$500.00 per month. In the event that Sequence, Inc., is required to
19 travel to Nevada for any court proceedings or related activities, an hourly rate for travel time will
20 be applied in the amount of \$250.00 plus actual costs for travel expenses.

21 11. Sequence Inc., hereafter intends to apply to the Court for allowances of
22 compensation and reimbursement of expenses in accordance with the applicable provisions of
23 the Bankruptcy Code, including but not limited to Sections 330 and 221, the Bankruptcy Rules,
24 the Local Rules, and the Guidelines for Professional Compensation established by the Office of
25 the United States Trustee, and further order of this Court, for all services performed and
26 expenses incurred after the Petition Date.

27 12. It is further contemplated that Sequence Inc., may seek interim compensation
28 during this case as permitted by Section 331 of Rule 2016.

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1 13. Sequence Inc., understands that its compensation is subject to prior Court
2 approval.

3 I declare under penalty of perjury under the laws of the United States (28 U.S.C. §1746)
4 that the foregoing is true and correct.

5 Dated: November 04, 2015.



6 7 TRACY L. COENEN, CPA, CFF
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EXHIBIT “1”

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October 12, 2015

Mr. Marc Randazza
10955 Iris Canyon Lane
Las Vegas, NV 89135

Re: Bankruptcy Case 15-14956

Dear Mr. Randazza:

Sequence Inc. is pleased to provide your firm with professional services. This engagement letter embodies the entire agreement regarding the services to be rendered by my firm to you and your client.

Services

My professional services will consist of:

- Preparation of monthly operating reports as required by the court

Timing

It is my understanding that monthly reports are due to the court by the 20th of each month for the prior month's activity. In order to meet that deadline, all required data and documents must be delivered to me no later than the 5th of each month.

Fees

These services will be provided for a fixed fee of \$500 per month, exclusive of any travel time or fees incurred in connection. In the event that I am required to travel to Nevada for any court proceedings or related activities, you will be billed for travel expenses at the actual cost. Hourly fees for travel time and services provided while in Nevada will be \$250.

I appreciate the opportunity to be of service to you. If you have any concerns about this engagement letter, please contact me immediately so that I may issue a revised letter. If you have no concerns, sign below to indicate your acceptance of these terms.

Milwaukee:

310 East Buffalo Street | Milwaukee, WI 53202
Phone 414.727.2361

Chicago:

Phone 312.498.3661

sequence inc.[®]
Forensic Accounting, Investigations, and Expert Services

www.sequenceinc.com | tracy@sequenceinc.com

Randazza

Page 2 of 2

Very truly yours,



Tracy L. Coenen, CPA, CFF

Agreed to:

DocuSigned by:



FC7D2A65030B432...

Signature

Marc Randazza

Printed Name

10/21/2015

Date